



DEPARTMENT OF THE NAVY  
COMMANDER NAVY REGION SOUTHWEST  
937 NO. HARBOR DR.  
SAN DIEGO, CA 92132-0058

IN REPLY REFER TO:

COMNAVREGSWINST 4000.1

N02H4R

5 JUL 2006

COMNAVREGSW INSTRUCTION 4000.1

From: Commander, Navy Region Southwest

Subj: SUPPORT AGREEMENT POLICY

Ref: (a) DoDI 4000.19  
(b) SECNAVINST 5216.5D  
(c) NAVFAC Real Estate Procedural Manual P-73

Encl: (1) Sample MOU/A format

1. Purpose. To provide policy and procedures for initiating, developing, approving and maintaining Interservice/Intraservice Support Agreements, Memoranda of Agreement, and Memoranda of Understanding per references (a) and (b).

2. Definitions

a. Interservice Support Agreement (ISA). An agreement to provide recurring and on-going support to another DoD (including DON) or non-DoD federal activity. ISAs define the support to be provided by one supplier to one receiver, and specify the basis for calculating reimbursement charges (if any) for each service, establish the billing and reimbursement process, and specify other terms and conditions of the agreement. Recurring interservice and intragovernmental support that requires reimbursement shall be documented on a DD Form 1144, Support Agreement. ISAs are used primarily for host-tenant relationships, and normally cover a wide-range of BOS support. However, ISAs can be used to document services for non-tenants (DoD or non-DoD federal agencies), if they are of a reimbursable nature.

b. Memorandum of Agreement (MOA). MOAs define general areas of conditional agreement between two or more parties (i.e., what one party does depends on what the other party does, such as one party agrees to provide support if the other party provides the materials or provides reimbursement.) MOAs are typically used to define services with non-federal agencies. Any potential agreement with an agency outside the federal government that involves potential payment or reimbursement

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shall be accomplished by contract, in addition to the MOA. Non-recurring or specific services (not documented in an ISA) with a federal activity can also be documented with an MOA. Any federal intra-governmental agreement involving reimbursable funds will be documented on an ISA.

c. Memorandum of Understanding (MOU). MOUs, (as MOAs), are typically used to define services with non-federal agencies. Non-recurring services with a federal activity can also be documented with an MOU. An MOU differs from an MOA in that it defines general areas of understanding between two or more parties and explains each party's responsibilities. However, what each party does is not dependent on what the other party does. (i.e., does not require reimbursement or other support from receiver.)

d. The following documents are prepared by Naval Facilities Engineering Command, Southwest per reference (c), and are not to be confused with ISAs, MOAs, or MOUs as covered herein. Signature, if required by CNRSW, will follow the policy as for ISAs.

(1) Host Tenant Real Estate Agreement (HTREA)/Use Agreement (UA). The HTREA provides for basic use of a building to another DoD (non-DoN) agency. The UA provides for the same use, but for other federal (non-DoD) agencies. Includes their basic rights and responsibilities but does not include myriad BOS services covered in the ISA. Does not negate the requirement for an ISA.

(2) Lease. Provides for exclusive use of property, as well as providing for some level of possessory interest in the property by the tenant, allowing for new construction, upon approval. A lease can be with government or non-government agencies, and does not negate the requirement of an ISA or MOA. A lease must also be competed.

(3) License. Provides for non-exclusive use of property, revocable at will. Does not provide for possessory interest in the property. Can be used for government or non-government agencies. Does not allow for any new construction. Does not negate the requirement of an ISA or MOA.

### 3. Policy

a. All agreements shall be coordinated through the CNRSW Business Office SAMO.

b. All agreements require a legal review and concurrence by Office of General Counsel prior to signature.

c. All agreements will clearly define the responsibilities and requirements of the receiving party in regard to space utilization. No tenant will have authority over use of Class I and Class II property. Any tenant desiring to authorize use of space to a contractor or other entity, will do so only with the approval of CNRSW. All agreements that require facility usage will have an attached Basic Facility Requirement report prepared prior to signature.

d. An ISA will be used to document relationships between host and non-CFFC tenant commands. Given that NRSW is mission funded to support the Fleet to defined capability output levels (COL), reimbursably funded activities will not usually be a part of any agreement with CPF / CFFC. However, should CPF / CFFC require service levels in excess of that funded and defined by COL, then reimbursement to CNRSW may be appropriate. In most cases, there will not be a separate MOU/MOA with a tenant with whom the region has, or should have, an ISA. There are exceptions, when service provided by a program is of such a specific or technical nature that it is not appropriate to include in the ISA, such as MWR and IT services.

e. Modifications will be made bilaterally and with sufficient advance notification to permit appropriate resource adjustments to be made during the budget formulation cycle. The Support Agreement Management Officer (SAMO) will prepare ISA modifications, in letter format, and will include signatories from both the supplying and receiving organizations. ISA Modifications will be signed in accordance with ISA signature policy.

#### 4. Responsibilities

a. SAMO shall:

(1) Be the regional coordinator and single point of contact for all regional support agreements.

(2) Manage all regional ISAs. Negotiate ISAs, coordinating with cognizant PDs, Program Managers (PMs) and ICOs. Maintain record of all active ISAs, provide guidance concerning establishment of ISAs, ensuring their continued accuracy, and facilitating agreement on modifications and terminations when appropriate.

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(3) Ensure Office of General Counsel review of all ISAs/MOAs/MOUs prior to signature.

(4) Manage as the central repository all MOUs/MOAs. Provide guidance regarding applicability, format, etc. Review all MOUs/MOAs prior to signature. Maintain copies of all MOUs/MOAs.

b. Program Directors (PDs) shall:

(1) Establish and identify the baseline of service, to be provided to all tenants. All tenants for whom CNRSW receive direct funding will receive equal levels of service. Others will receive services on a reimbursable basis, for all mission requirements above the standard service level. PDs shall identify areas of service that will be reimbursable above standard level.

(2) Be responsible for all language in the ISA relevant to their program, ensuring language is consistent and appropriate for all installations within the region, wherever possible. All changes/updates to standard language shall be coordinated with the SAMO.

(3) Negotiate and draft all MOAs and MOUs that cross installations, in coordination with the applicable ICO's, using the format shown in enclosure (1). Note: MOAs/MOUs will be prepared for signature in duplicate. MOAs/MOUs will have a serial/tracking number, assigned by the SAMO.

(4) Coordinate all MOAs/MOUs that cross installations with the SAMO. Provide copies of completed MOUs/MOAs to SAMO.

(5) For MOUs/MOAs that concern region-wide activity, implement and monitor the provisions of the agreements while they are in force.

(6) In July of each FY, provide to the Business Office and Resource Management, all reimbursable requirements for the next fiscal year.

(7) Contact reimbursable customer and ensure funds are provided before work is performed.

c. Installation Commanding Officers shall:

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(1) Be involved from the beginning of negotiations with all ISAs, MOAs and MOUs.

(2) Work closely with the SAMO, PDs and their Installation PMs, to ensure that all issues are resolved.

(3) Review and approve all ISAs/MOAs/MOUs concerning their installation, prior to SAMO forwarding for signature.

NOTE: Any disagreement between ICOs and PDs will be forwarded to the ED for resolution.

d. Deputy Comptroller shall:

(1) Sign all ISAs for the "Comptroller" in block 8a of the DD Form 1144. (In the rare instance when CNRSW is the "Receiver," block 9a of the DD Form 1144 will be signed.)

(2) Review all MOAs and MOUs prior to signature, providing oversight of reimbursable issues.

(3) In August of each fiscal year, using information provided by the Program Directors/Business Office, notify reimbursable customers of funding requirements for the next fiscal year.

## 5. Signature Authorization

a. ISAs. All ISAs will be signed by CNRSW as the Approving Authority.

b. MOAs. MOAs will be signed per the following:

(1) CNRSW will sign all MOAs, as Approving Authority, with DOD entities impacting real estate or the use of Class I and Class II property.

(2) CNRSW will sign all MOAs, as Approving Authority, with all non-DOD entities.

(3) All MOAs not meeting the criteria in (1) and (2) above, will be signed by the Executive Director.

(4) All MOAs will be reviewed by ICO and/or PD, and ED, prior to forwarding for signature by Approving Authority. ICOs/PDs/ED will indicate concurrence by signing the final page of the MOA, as shown in enclosure (1).

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c. MOUs. MOU's will be signed by ICOs. In the case of an MOU affecting multiple installations, the agreement will be signed by the appropriate PD, after receiving ICO concurrence.

d. All agreements will be subject to a legal review and concurrence by OGC prior to signature.



L. R. HERING

Distribution:

Electronic only, via CNRSW Directive Web site  
<http://www.cnrsw.navy.mil/Admin/index.htm>

**SAMPLE FORMAT**

COMNAVREGSWINST 4000.1  
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COMMANDER NAVY REGION SOUTHWEST  
937 NO. HARBOR DR  
SAN DIEGO, CA 92132-0058  
SECOND PARTY'S FULL TITLE HERE  
SECOND PARTY'S ADDRESS HERE

*First Party*  
*Party Reference*  
*Block*  
*Info here*

CNRSW  
*SSIC here*  
*Ser XXC...*  
*(date)*

MEMORANDUM OF AGREEMENT (or UNDERSTANDING)  
BETWEEN  
COMMANDER, NAVY REGION SOUTHWEST  
AND  
(second party's name in caps)

Subj: THE SUBJECT SHOULD BE STATED IN CAPITAL LETTERS AS  
A SUBJECT LINE IN ACCORDANCE WITH SECNAVINST  
5216.5D

Ref: (a) Any references should be identified.

Encl: (1) Any enclosures should be identified.

1. Purpose.

2. Background.

3. Scope.

a. Formatting of all paragraphs should be in accordance  
with SECNAVINST 5216.5D.

b. etc.

4. Responsibilities.

a. CNRSW will:

b. Second party will:

5. Agreement/Understanding.

Enclosure (1)

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6. Changes. *(required paragraph)* Changes/amendments may be made to this agreement by mutual written consent of both parties, and will be recorded and published as addenda to this agreement.

7. Termination. *(required paragraph)* This agreement may be terminated by mutual consent of both parties. This agreement will remain in effect until superseded or terminated. Either party may terminate this agreement upon (30 or 60) days' prior written notification to the other party.

8. Other provisions. Depending on the subject matter, the agreement may need to include a government "hold harmless" clause, a requirement for insurance, and/or other provisions. Consult Legal and/or SAMO for assistance.

*Note: Not all of the above paragraph titles must be used, nor are they all-inclusive. Required paragraphs are so indicated.*

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J. M. SMITH  
(title)  
Commander  
Naval Sea Systems Command

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J. P. JONES  
(title)  
Commander  
Navy Region Southwest

*Note: Most senior signatory is on the right.*



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Reviewed and Concurred: *(use as appropriate):*

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(Installation Commanding Officer signature block)

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(Executive Director signature block)

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(Program Director(s) signature block(s))